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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

16 California Department of Toxic Substances Control.

Civ. S-02-2389 LKK DAD

**SETTLEMENT AGREEMENT AND  
CONSENT DECREE BETWEEN  
DTSC AND NORVILLE WEISS,  
JANET WEISS, ROBERT  
HEIDINGER, COLLEGE CLEANERS,  
HEIDINGER CLEANERS, BETTY  
ROLLAG, RANDALL ROLLAG,  
TAMI ROLLAG, LOBDELL  
CLEANERS, PAUL A. TULLIUS, AND  
VICTORIA TULLIUS**

## **INTRODUCTION**

Plaintiff, the California Department of Toxic Substances Control (“DTSC”), filed a second amended complaint on December 8, 2004, (the “Complaint”) in the United States

1 District Court for the Eastern District of California (the “Court”), pursuant to the  
2 Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42  
3 U.S.C. §§ 9601 et seq., and California state law governing the release of hazardous substances,  
4 and nuisance. This Consent Decree embodies the settlement reached between DTSC and  
5 defendants Norville Weiss and Janet Weiss (collectively referred to herein as “the Weisses”),  
6 defendants Robert Heidinger, College Cleaners (for the period during which College Cleaners  
7 was operated by Robert Heidinger), and Heidinger Cleaners (collectively referred to herein as  
8 “Heidinger”), defendants Betty Rollag, Randall Rollag, Tami Rollag, College Cleaners (for the  
9 period during which College Cleaners was operated by Betty Rollag), and Lobdell Cleaners  
10 (collectively referred to herein as “the Rollags”), and Paul A. Tullius and Victoria Tullius  
11 (collectively referred to herein as “the Tulliuses”). All of the defendants listed above are  
12 collectively referred to in this Consent Decree as the “Settling Defendants.”

13                   The Court, on the motion and with the consent of DTSC and the Settling  
14 Defendants, hereby **ORDERS, ADJUDGES, AND DECREES** as follows:

15                   1.        **DEFINITIONS**

16                   A.        All terms used in this Consent Decree that are defined in section 101 of  
17 CERCLA, 42 U.S.C. § 9601, shall have the same meaning set forth in that section.

18                   B.        “DTSC,” as used in this Consent Decree, shall mean DTSC, its  
19 predecessors including, but not limited to, the Toxic Substances Control Program of the State of  
20 California Department of Health Services, and its successors.

21                   C.        “Southwest Chico Plume” means both the soil and groundwater existing  
22 in the shallow, intermediate, and/or lower aquifers underlying the city of Chico mostly south of  
23 Big Chico Creek that are contaminated with perchloroethylene and its breakdown products, the  
24 area of which is roughly represented by Figure 2 of the “Groundwater Monitoring Report, Third  
25 Quarter 2006, Chico Southwest Plume, Chico, California,” dated October 20, 2006 (attached  
26 hereto as Exhibit A and incorporated herein by this reference), and all locations where such  
27 contaminants may come to be located in the future.

28                   D.        “Response Costs,” as used in this Consent Decree, shall include all costs

1 of “removal,” “remedial action,” or “response” (as those terms are defined by section 101 of  
2 CERCLA), incurred or to be incurred by DTSC in response to the release or threatened release  
3 of hazardous substances at, in, or from the Chico Southwest Plume. Said term shall include, but  
4 not be limited to, direct labor costs; contractor, consultant and expert costs; travel and any other  
5 out-of-pocket expenses; the costs of identifying, developing evidence against, and pursuing  
6 claims against persons or entities liable for the release or threatened release of hazardous  
7 substances at, in, or from the Chico Southwest Plume; indirect costs; oversight costs; applicable  
8 interest charges; and attorneys' fees.

9                 E.     “Remedial Action Plan,” as used in this Consent Decree, shall mean a  
10 remedial action plan prepared to address the release or threatened release of hazardous  
11 substances at, in, or from the Chico Southwest Plume and finally approved by DTSC as  
12 described in California Health and Safety Code section 25356.1, and also includes any  
13 amendments to the remedial action plan that are subsequently approved by DTSC.

14                 F.     “Effective Date” is the day on which this Consent Decree is entered as an  
15 order of the Court.

16                 2.     **RECITALS**

17                 A.     DTSC is the California state agency with primary jurisdiction over the  
18 response to the release and threatened release of hazardous substances at, in, or from the Chico  
19 Southwest Plume.

20                 B.     By and through its Complaint, DTSC seeks to recover jointly and  
21 severally from the Settling Defendants, and other defendants who are not parties to this Consent  
22 Decree, all costs it has incurred in response to releases and/or threatened releases of hazardous  
23 substances at, in, or from the Chico Southwest Plume, pursuant to section 107(a) of CERCLA.  
24 DTSC also seeks a declaratory judgment that defendants are jointly and severally liable for all  
25 additional costs incurred by DTSC in response to the releases and/or threatened releases of  
26 hazardous substances at, in, or from the Chico Southwest Plume pursuant to section 113(g)(2)  
27 of CERCLA, 42 U.S.C. § 9613(g)(2). DTSC alleges that it will continue to incur Response  
28 Costs until the remedy selected in the Remedial Action Plan, and implementation, operation and

1 maintenance of that remedy, is completed. DTSC also seeks injunctive relief to abate a public  
2 nuisance (California Health and Safety Code section 58009) and to abate an imminent or  
3 substantial endangerment to public health and safety or to the environment (California Health  
4 and Safety Code section 25358.3).

5           C.     By entering into this Consent Decree, the Settling Defendants make no  
6 admission of liability.

7           D.     Each of the parties to this Consent Decree represents and acknowledges  
8 that, in deciding whether to enter into this Consent Decree, it has not relied on any statement of  
9 fact, statement of opinion, or representation, express or implied, made by any other party to this  
10 Consent Decree. Each of the parties to this Consent Decree has investigated the subject matter  
11 of this Consent Decree to the extent necessary to make a rational and informed decision to  
12 execute it, and has had the opportunity to consult independent counsel.

13          E.     DTSC and the Settling Defendants agree that settlement without further  
14 litigation and without the admission or adjudication of any issue of fact or law is the most  
15 appropriate means of resolving this action. This Consent Decree was negotiated and executed  
16 by DTSC and the Settling Defendants in good faith to avoid prolonged and complicated  
17 litigation. DTSC, moreover, has negotiated and executed this Consent Decree to further the  
18 public interest and to protect human health and the environment.

19          3.     **JURISDICTION**

20          This Court has jurisdiction over DTSC's federal law claims, which arise under  
21 CERCLA, pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 9613(b). This Court has jurisdiction  
22 over DTSC's state law claims under the supplemental jurisdiction provision of 28 U.S.C. §  
23 1367(a) and under 28 U.S.C. § 2201, in that the state and federal claims arise from common  
24 facts relating to the release of hazardous substances and remediation of or failure to remediate  
25 the resulting contamination. This Court has personal jurisdiction over each of the parties to this  
26 Consent Decree. Venue is proper in the Eastern District of California pursuant to 28 U.S.C. §  
27 1391(b) and 42 U.S.C. § 9613(b). This Court, further, has the authority to enter this Consent  
28 Decree as a consent decree of the Court.

1           4.     **SETTLEMENT OF DISPUTED CLAIMS**

2           4.1    This Consent Decree represents a fair, reasonable, and equitable  
3 settlement of the matters addressed herein.

4           4.2    For the purposes of this Consent Decree, the Settling Defendants admit  
5 none of the allegations of the Complaint. Nothing in this Consent Decree shall be construed as  
6 an admission of any issue of law or fact or of any violation of law. Notwithstanding the  
7 foregoing, each of the Settling Defendants acknowledges its responsibility pursuant to this  
8 Consent Decree to perform those acts it has agreed to undertake in this Consent Decree, and  
9 shall not deny such responsibility in any proceeding brought by DTSC to enforce this Consent  
10 Decree.

11          4.3    Except as set forth in section 11 of this Consent Decree, nothing in this  
12 Consent Decree shall prejudice, waive, or impair any right, remedy or defense that the Settling  
13 Defendants may have in any other or further legal proceeding.

14           5.     **PAYMENTS BY SETTLING DEFENDANTS**

15          5.1    Upon the Effective Date, the Weisses shall be liable to DTSC for a total  
16 payment of seven hundred thousand dollars (\$700,000.00). Within thirty (30) calendar days of  
17 the Effective Date, the Weisses shall pay this amount to DTSC as described below in  
18 section 5.5.

19          5.2    Upon the Effective Date, Heidinger shall be liable to DTSC for a total  
20 payment of four hundred thousand dollars (\$400,000.00). Within thirty (30) calendar days of  
21 the Effective Date, Heidinger shall pay this amount to DTSC as described below in section 5.5.

22          5.3    Upon the Effective Date, the Rollags shall be liable to DTSC for a total  
23 payment of four hundred seventy-five thousand dollars (\$475,000.00). Within thirty (30)  
24 calendar days of the Effective Date, the Rollags shall pay this amount to DTSC as described  
25 below in section 5.5.

26          5.4    Upon the Effective Date, the Tulliuses shall be liable to DTSC for a total  
27 payment of ten thousand dollars (\$10,000.00). Within thirty (30) calendar days of the Effective  
28 Date, the Tulliuses shall pay this amount to DTSC as described below in section 5.5.

1           5.5 Payments described in sections 5.1, 5.2, 5.3, and 5.4 will be made by  
2 check made out to the California Department of Toxic Substances Control and identified with  
3 the Court's docket number of this case and "Site No. 100504." Payment shall be mailed to:

Department of Toxic Substances Control  
Cashier, Hazardous Substance Account  
P. O. Box 806  
Sacramento, CA 95812-0806

A copy of the check shall be mailed to:

Jim Tjosvold  
Chief, Northern California Central Cleanup Operations Branch  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, CA 95826-3200  
Attn: Donald Mandel, Project Manager for Chico Southwest Plume

Timothy E. Sullivan  
Office of the Attorney General  
P.O. Box 70550  
Oakland, CA 94612

## **6. OBLIGATIONS OF THE WEISSES**

15           6.1       The Weisses will transfer ownership of all monitoring wells they own in  
16 the Chico Southwest Plume to DTSC, effective upon the Effective Date. The Weisses will  
17 prepare documentation necessary to effectuate the transfer of ownership of the wells, and  
18 provide to DTSC keys to access monitoring wells in the groundwater sampling and monitoring  
19 program. After transfer of ownership of the wells to DTSC, the Weisses shall have no further  
20 obligations with respect to such wells.

21           6.2     Immediately upon entry of this Consent Decree, the Weisses will require  
22 their consultants and contractors to provide to DTSC in electronic format historical site data,  
23 site figures, groundwater model files, and word processing files containing the text of final  
24 reports submitted to DTSC by the Weisses.

25               6.3     Except as otherwise stated in sections 6.1 and 6.2, nothing in this Consent  
26 Decree requires the Weisses to conduct or pay for any further work in the Chico Southwest  
27 Plume.

1

2       **7. CERTIFICATION OF AND RELIANCE ON INFORMATION  
                PROVIDED BY THE TULLIUSES; ACCESS**

3

4       7.1     In entering into this Consent Decree, the Tulliuses have certified under  
penalty of perjury that:

- 5                 (a)     The Tulliuses have done a reasonable investigation to locate all  
6 applicable insurance policies and have found no insurance policy(s) that would cover the  
7 release of hazardous substances from 430 West Seventh Street, Chico, California; and  
  
8                 (b)     The Tulliuses have disclosed true, correct, and complete financial  
9 information, including income tax returns, to DTSC regarding their ability to pay any response  
10 costs for the Southwest Chico Plume.

11       7.2     The Tulliuses certify that the above declaration are true and correct.  
12 DTSC certifies that it has relied on these declarations in entering into this Consent Decree.

13       7.3     The Tulliuses agree to fully cooperate with DTSC and/or its contractors  
14 and allow access to the property at 430 West Seventh Street, Chico, California, if it is  
15 determined by DTSC that soil or groundwater sampling is needed.

16       **8. GOVERNMENT LIABILITIES**

17       Neither DTSC nor any other department or agency of the State of California shall be  
18 liable for any injuries or damages to persons or property resulting from acts or omissions by the  
19 Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither DTSC  
20 nor any other department or agency of the State of California shall be held as a party to any  
21 contract entered into by the Settling Defendants or their agents in carrying out activities  
22 pursuant to this Consent Decree unless the contract is entered into in writing by DTSC or such  
23 other department or agency of the State of California.

24       **9. COVENANT NOT TO SUE BY DTSC**

25       9.1     Except as specifically provided in sections 9.2 and 10, below, and except  
as may be necessary to enforce the terms of this Consent Decree, as of the date this Consent  
27 Decree is entered as a consent decree of the Court, DTSC covenants not to sue the Settling  
28 Defendants for "Matters Addressed" by this Consent Decree. "Matters Addressed" includes

1 any and all civil liability for reimbursement of all or any portion of DTSC's Response Costs,  
2 past or future, declaratory relief, injunctive relief or any other relief under CERCLA, the  
3 Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code  
4 sections 25300 et seq., or common law for liability for Response Costs and/or response actions,  
5 with regard to releases or threatened releases of perchloroethylene and its breakdown products  
6 at, in, or from the Chico Southwest Plume, as set forth in the Complaint.

7           9.2     “Matters Addressed” shall not include, and the covenant not to sue set  
8 forth in section 9.1 above does not pertain to, any matters other than those expressly specified in  
9 section 9.1. DTSC reserves, and this Consent Decree is without prejudice to, all rights, claims  
10 and causes of action DTSC may have against the Settling Defendants with respect to all other  
11 matters, including releases or threatened releases of hazardous substances in the city of Chico  
12 other than releases or threatened releases of perchloroethylene and its breakdown products at,  
13 in, or from the Chico Southwest Plume.

14           10.     **RESERVATION OF RIGHTS**

15           10.1    The Covenant Not to Sue set forth in section 9.1 above does not pertain  
16 to the following matters, which DTSC reserves, and this Consent Decree is without prejudice to  
17 all rights and claims of DTSC against the Settling Defendants with respect to the following:

- 18           (a)     failure of the Settling Defendants to meet the requirements of this  
19                 Consent Decree;
- 20           (b)     damage to natural resources, as defined in section 101(6) of CERCLA, 42  
21                 U.S.C. § 9601(6), including all costs incurred by any natural resources  
22                 trustees; and
- 23           (c)     criminal liability.

24           10.2    Except as expressly provided in this Consent Decree, nothing in this  
25 Consent Decree is intended nor shall it be construed to preclude DTSC from exercising its  
26 authority under any law, statute or regulation. Furthermore, nothing in this Consent Decree is  
27 intended, nor shall it be construed, to preclude any other state agency, department, board or  
28 entity or any federal entity from exercising its authority under any law, statute or regulation.

1           11. **COVENANT NOT TO SUE BY THE SETTLING DEFENDANTS**

2           11.1 The Settling Defendants covenant not to sue, and agree not to assert any  
3 claims or causes of action against, DTSC, or its contractors or employees, for any costs or  
4 damages the Settling Defendants might incur or for any injuries or losses the Settling  
5 Defendants might suffer as a result of its performance of the requirements of this Consent  
6 Decree. The Settling Defendants further covenant not to sue, and agree not to assert any claims  
7 or causes of action against, DTSC, or its contractors or employees, for any and all civil liability  
8 for reimbursement of all or any portion of the Settling Defendants' response costs, past or  
9 future, declaratory relief, injunctive relief or any other relief under CERCLA, the Carpenter-  
10 Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code sections  
11 25300 et seq., or common law for liability for response costs and/or response actions, with  
12 regard to releases or threatened releases of perchloroethylene and its breakdown products at, in,  
13 or from the Chico Southwest Plume.

14           11.2 Each Settling Defendant covenants not to sue, and agrees not to assert any claims  
15 or causes of action against any other Settling Defendant, or its contractors or employees, for any  
16 and all civil liability for reimbursement of all or any portion of the Settling Defendant's  
17 response costs, past or future, declaratory relief, injunctive relief or any other relief under  
18 CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health  
19 & Safety Code sections 25300 et seq., or common law for liability for response costs and/or  
20 response actions, with regard to releases or threatened releases of perchloroethylene and its  
21 breakdown products at, in, or from the Chico Southwest Plume.

22           12. **EFFECT OF CONSENT DECREE**

23           12.1 This Consent Decree constitutes the resolution of the Settling  
24 Defendants' liability to DTSC with respect to the Matters Addressed in a judicially approved  
25 settlement within the meaning of section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

26           12.2 Accordingly, upon entry of this Consent Decree as a consent decree of  
27 the Court, and provided that each Settling Defendant performs all of its obligations under this  
28 Consent Decree, each Settling Defendants shall be entitled, as of the date this Consent Decree is

1 entered as a consent decree of the Court, to protection against all claims for contribution,  
2 pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for the Matters Addressed by  
3 this Consent Decree (as described in section 9), to the fullest extent permitted by law.

4           12.3 Except as specifically provided in this Consent Decree, nothing in this  
5 Consent Decree is intended, nor shall be construed, to waive, release, or otherwise affect any  
6 right, claim, or cause of action held by any party to this Consent Decree against, or to provide a  
7 covenant not to sue to, any third person not a party to this Consent Decree, or to in any way  
8 limit, restrict, or impair the right of any party to this Consent Decree to assert rights, claims,  
9 causes of actions, and defenses against any third person not a party to this Consent Decree,  
10 including without limitation, the right to seek payment, reimbursement, contribution, or  
11 indemnity from such persons for obligations incurred or to be incurred, or actions taken or to be  
12 taken, under this Consent Decree. Except as specifically provided in this Consent Decree,  
13 DTSC and the Settling Defendants expressly reserve any rights, claims, or causes of actions  
14 they might have against any third person not a party to this Consent Decree.

15           12.4 This Consent Decree is contingent and dependent on all of its terms being  
16 approved and entered by the Court. If the Court does not approve and enter this Consent  
17 Decree, DTSC and the Settling Defendants reserve all of their respective rights, remedies, and  
18 defenses.

19           12.5 This Consent Decree is not intended, nor shall it be construed, to limit or  
20 otherwise affect DTSC's right to select a remedial action for the Chico Southwest Plume.

21           13. **RETENTION OF RECORDS**

22           13.1 The Settling Defendants shall provide to DTSC, upon request, copies of  
23 all documents and information within their possession or control or that of their contractors or  
24 agents relating to the implementation of this Consent Decree, including, but not limited to  
25 design specifications, reports of construction activities, contracts, invoices, sampling, analysis,  
26 chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing,  
27 correspondence, easements, permits, grants of access to public property, and city government  
28 resolutions. Such records shall be preserved by the Settling Defendants until 10 years after the

1 Effective Date, or 10 years after creation of a record or document, whichever is later.

2           13.2 The Settling Defendants may assert that certain documents, records, and  
3 other information are privileged under the attorney-client privilege or any other privilege  
4 recognized by law. If the Settling Defendants assert such a privilege, they shall provide DTSC  
5 with the following: (1) the title of the document, record, or information; (2) the date of the  
6 document, record, or information; (3) the name and title of the author of the document, record,  
7 or information; (4) the name and title of each addressee and recipient of the document, record,  
8 or information; (5) a description of the subject of the document, record, or information; and (6)  
9 the privilege asserted by the Settling Defendants. However, no documents, records, or other  
10 information created or generated pursuant to the requirements of the Consent Decree shall be  
11 withheld on the grounds that they are privileged. If a claim of privilege applies only to a  
12 portion of a document, the document shall be provided to DTSC in redacted form to mask the  
13 privileged information only. The Settling Defendants shall retain all records and documents  
14 they claim to be privileged until DTSC has had a reasonable opportunity to dispute the privilege  
15 claim and any such dispute has been resolved in the Settling Defendants' favor.

16           14. **NOTIFICATION**

17           14.1. Notification to or communication between the parties to this Consent  
18 Decree as required or provided for in this Consent Decree shall be addressed as follows (except  
19 that information required to be sent to DTSC pursuant to section 6 shall be sent only to  
20 Mr. Tjosvold):

21           As to DTSC:

22                   Jim Tjosvold  
23                   Chief, Northern California Central Cleanup Operations Branch  
24                   Department of Toxic Substances Control  
25                   8800 Cal Center Drive  
26                   Sacramento, CA 95826-3200  
27                   Attn: Donald Mandel, Project Manager for Chico Southwest Plume  
28                   facsimile: (916) 255-3696

1                   Judith Tracy, Esq.  
2                   Office of Legal Counsel  
3                   Department of Toxic Substances Control  
4                   1001 "I" Street  
5                   P.O. Box 806  
6                   Sacramento, CA 95812  
7                   facsimile: (916) 323-5542

8  
9  
10                  Timothy E. Sullivan, Esq.  
11                  Deputy Attorney General  
12                  California Department of Justice  
13                  1515 Clay Street, 20th Floor  
14                  P.O. Box 70550  
15                  Oakland, CA 94612-0550  
16                  facsimile: (510) 622-2270

17                  As to the Weisses:

18                  Norville R. Weiss  
19                  P.O. Box 806  
20                  Chico, California 95927

21                  Philip C. Hunsucker, Esq.  
22                  David A. Rabbino, Esq.  
23                  Resolution Law Group, P.C.  
24                  3717 Mt. Diablo Blvd.  
25                  Suite 200  
26                  Lafayette, CA 94549  
27                  facsimile: (925) 284-0870

28                  As to Heidinger:

29                  Robert Heidinger  
30                  c/o Barbara Heidinger  
31                  1194 Manchester Road  
32                  Chico, CA 95926

33                  David R. Isola, Esq.  
34                  Jeffrey Hawkins, Esq.  
35                  Isola & Ruiz, LLP  
36                  701 South Ham Lane, Second Floor  
37                  Lodi, CA 95242  
38                  (209) 367-7055  
39                  fax: (209) 367-7056

40                  As to the Rollags:

41                  Randy Rollag  
42                  Tami Rollag  
43                  Betty Rollag  
44                  1000 Main Street  
45                  Chico, CA 95928

1                   Jonz Norine, Esq.  
2                   Kenny & Snowden  
3                   P.O. Box 994608  
4                   Redding, CA 96099-4608  
5                   (530) 225-8990  
6                   facsimile: (530) 241-5734

7                   As to the Tulliuses:

8                   Paul Tullius  
9                   2693 Hegan Lane  
10                  Chico, CA 95928  
11                  (530) 893-1633

12                 14.2. Upon 10 days notice to the other party, a party to this Consent Decree  
13                 may substitute another person for an addressee named above to receive notifications or  
14                 communications as required or provided for in this Consent Decree.

15                 15. **MODIFICATION OF CONSENT DECREE**

16                 This Consent Decree may only be modified upon the written agreement of DTSC  
17                 and the Settling Defendants and the approval of the Court, or upon order of the Court after  
18                 noticed motion by a party to this Consent Decree.

19                 16. **APPLICATION OF CONSENT DECREE**

20                 This Consent Decree shall apply to and be binding upon DTSC, the Settling  
21                 Defendants, and each of their respective successors and assigns. The provisions of this Consent  
22                 Decree shall inure to the benefit of DTSC, the Settling Defendants, and each of their respective  
23                 successors and assigns. The provisions of this Consent Decree shall also inure to the benefit of  
24                 the employees and agents of the Settling Defendants, in their capacities as such.

25                 17. **AUTHORITY TO ENTER**

26                 Each signatory to this Consent Decree certifies that he or she is fully authorized  
27                 by the party he or she represents to enter into this Consent Decree, to execute it on behalf of the  
28                 party represented, and legally to bind that party.

29                 18. **INTEGRATION**

30                 This Consent Decree, including the exhibits and other materials incorporated  
31                 herein by reference, constitutes the entire agreement between DTSC and the Settling  
32                 Defendants and may not be amended or supplemented except as provided for in this Consent

## Decree.

## 19. RETENTION OF JURISDICTION

The Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

## **20. EXECUTION OF DECREE**

This Consent Decree may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## 21. INTERPRETATION

California law governs the interpretation of this Consent Decree. This Consent Decree shall be deemed to have been drafted equally by all parties hereto.

**22. ATTORNEYS FEES AND COSTS**

As to each other, each party to this Consent Decree shall bear its own costs, attorneys' fees, expert witness fees and all other costs of litigation. This paragraph shall have no effect on the parties' right to recover these fees or costs from any other party.

## **23. APPROVALS OF PARTIES**

Plaintiff DTSC consents to this Consent Decree by its authorized representative as follows:

## CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Dated: 6/12/07

/s/  
James Tjosvold  
Chief, Northern California-Central Cleanup  
Operations Branch  
California Department of Toxic  
Substances Control

1                   The Weisses consent to this Consent Decree:

2                   NORVILLE R. WEISS

3                   DATED: 6/8/07

4                   /s/ \_\_\_\_\_

5                   JANET L. WEISS

6                   DATED: 6/8/07

7                   /s/ \_\_\_\_\_

8                   Heidinger consents to this Consent Decree:

9                   ROBERT HEIDINGER

10                  DATED: 6/18/07

11                  /s/ \_\_\_\_\_

13                  The Rollags consent to this Consent Decree:

14                  BETTY ROLLAG

15                  DATED: 6/7/07

16                  /s/ \_\_\_\_\_

17                  RANDALL ROLLAG

18                  DATED: 6/7/07

19                  /s/ \_\_\_\_\_

20                  TAMI ROLLAG

21                  DATED: 6/7/07

22                  /s/ \_\_\_\_\_

23                  The Tulliuses consent to this Consent Decree:

24                  PAUL A. TULLIUS

25                  DATED: 6/26/07

26                  /s/ \_\_\_\_\_

27                  VICTORIA L. TULLIUS

28                  DATED: 6/26/07

29                  /s/ \_\_\_\_\_

1 APPROVED AS TO FORM:

2 Dated: 6/6/07

EDMUND G. BROWN JR.  
Attorney General of the State of California  
TOM GREENE  
Chief Assistant Attorney General  
THEODORA BERGER  
Senior Assistant Attorney General  
SALLY KNOX  
Supervising Deputy Attorney General  
CHRISTOPHER CROOK  
KIRK McINNIS  
Deputies Attorney General

8 By /s/  
9 TIMOTHY E. SULLIVAN  
10 Deputy Attorney General  
11 Attorneys for Plaintiff California Department  
12 of Toxic Substances Control

13 Dated: 6/26/07

14 By: /s/  
15 PHILIP C. HUNSUCKER  
BRIAN L. ZAGON  
DAVID RABBINO  
Resolution Law Group, P.C.  
16 Attorneys for Norville R. Weiss and Janet L.  
17 Weiss

18 Dated: 6/26/07

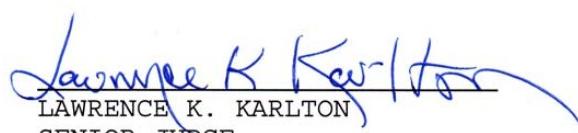
19 By: /s/  
20 DAVID R. ISOLA  
JEFFREY HAWKINS  
Isola & Ruiz, LLP  
21 Attorneys for Robert Heidinger, College  
22 Cleaners, and Heidinger Cleaners

23 Dated: 6/7/07

24 By: /s/  
25 JONZ NORINE  
26 Kenny & Snowden  
27 Attorneys for College Cleaners, Lobdell  
28 Cleaners, Betty M. Rollag, Randall Rollag,  
and Tami Rollag

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: August 14, 2007.

  
LAWRENCE K. KARLTON  
SENIOR JUDGE  
UNITED STATES DISTRICT COURT